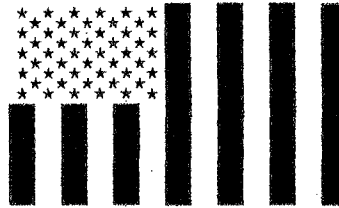




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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH

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MOTION FOR
SUMMARY JUDGEMENT

Case No. 2:20-cv-00625

Judge David B. Barlow
Magistrate Daphne A. Oberg

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MOTION FOR SUMMARY JUDGMENT WITH PREJUDICE

We, Paul-Kenneth Cromar and Barbara-Ann Cromar., secured parties for the names above, as a living man and woman on the land, *sui juris*, by special appearance, *propria persona*, under a flag of peace, hereby provide this **MOTION FOR SUMMARY JUDGMENT AND ORDER TO PAY PLAINTIFF** based on the undisputed and un rebutted facts, and as allowed by Federal Rules of Civil Procedure Rule 56 (a)(b) and (c)(1)(A) – SUMMARY JUDGMENT and DUCivR 7-1, as provided therein.

INTRODUCTION

Founding Father Benjamin Franklin, along with 55 others risked all in “...pledg[ing] to each other our Lives, our Fortunes and our sacred Honor”, in order to form a new government designed to secure *equal justice for all*, famously said, “*Resistance to tyranny is obedience to God.*” (see Second Judicial Notice – Exhibit A – God’s Word)

Since the birth of this great nation, when a judge is appointed, the taking of an oath for that office is required. Without taking the solemn oath of allegiance, the position of judge is denied.

Taking a judicial oath of office does not make the individual a god or sovereign king who can then rule in whatever he desires. Instead, it is a position of trust and service granted by *We the People* (the sovereigns) to adjudicate only lawful issues under the oath to uphold the Constitution for the United States of America (1789), and the Constitution of Utah (1896).

All People are to be treated as equal under the law, including a judge who is afforded protection in the performance of lawful duties yes, but ONLY while upholding the Supreme law of the land. If a judge steps out from behind his Constitutional “sword and shield” to trample and deny due process and the unalienable Constitutional rights guaranteed to any of *We the People*, he voids his authority, judgment and orders, and exposes himself personally as a living man or woman to the pains and penalties for breaking his oath of office. An errant judge is particularly exposed when having been warned in writing and lawfully required in open court on the record to recuse himself from a case upon declaration of his personal conflict of interest.

The Defendant Mr. Powell has chosen a singular defense of “*absolute judicial immunity*”. Using this “absolute” defense is a fatal error, especially for a man esteemed to be an expert in legal issues by profession. Simple logic, careful consideration of his oath of office, and Supreme Court ruling and Statute all serve to expose that fatal error of defense.

“ABSOLUTE JUDICIAL IMMUNITY” DOES NOT EXIST IN LAW. There never was a rule of “absolute judicial immunity” under the Constitution, nor could there be. “Absolute judicial immunity” if true, would be the means of the making of gods, or of the crowning sovereign kings, to the justification of abuse by tyrants upon *We the People*. Judges are not above the law; they are creatures of the law and are bound to obey it. If judges break the law, they can be removed for bad behavior, prosecuted and sued for damages, as elucidated by a Supreme Court:

“No man in this country is so high that he is above the law. No officer of the law may set that law at defiance with impunity. All the officers of the government, from the highest to the lowest, are creatures of the law and are bound to obey it. ... It is the only supreme power in our system of government, and every man who, by accepting office participates in its functions, is only the more strongly bound to submit to that supremacy, and to observe the limitations which it imposes on the exercise of the authority which it gives.” (U.S. v. Lee, 106 U.S. 196, 220 1 S. Ct. 240, 261, 27 L. Ed 171 (1882))

Such has been the case with Defendant Mr. Kraig J. Powell, the man, who when he ignored his obligations to his Oath of Office to defend two Constitutions, and the rights of two people of the *We the People*, instead DENIED *due process* protection of Our Cromar family's rights, thus compelling ME, Plaintiff Paul-Kenneth: Cromar to defend *My* family's Lives, Liberty, home, fortune and sacred honor, and sue for RELIEF via this lawful CIVIL CLAIM in this court, and specifically to secure an ORDER for Summary Judgment for the Relief as Defendant Mr. Powell AGREED.

CLAIM UPON WHICH RELIEF IS SOUGHT

Due to Defendant's demonstration of inability (or unwillingness) to acknowledge the clarity of Plaintiff's CIVIL CLAIMS upon which specific Relief is sought of this court, seeking instead to incorrectly characterize and confuse the clean and simple merits of this case, the following provides a tidy explanation of what this CIVIL CLAIM is and what it is NOT, as follows:

1. **First, this instant case is NOT** an attempt to seek RELIEF of this court by request for an injunction of the misguided, unlawful and dangerous judgment and Order in Utah state court by Mr. Kraig J. Powell entered September 2, 2020 stealing control of Plaintiff's home/property **without *due process***. (see Utah Fourth District Court case #200400972)
2. **This case does NOT** seek relief of this court from the unlawful SWAT by a 75-men assault quasi-military group, Mr. Powell unleashed without a warrant, on *Us* and *Our* property at 9870 N. Meadow Drive / Cedar Hills, Utah state, on September 24, 2020, 20-

days after the filing of this case against him, as a living man (not a state judge), in what appears to be possible an act of retribution against us, which endangered *Me* and *My* family, and our neighbors' lives and property. Fortunately, no one was seriously injured.

3. **This case is NOT** seeking relief for the criminal action and fraudulent filing unlawful ORDER to deprive us of my family's Life, Liberty and property, through unlawful trespass, false arrests, false imprisonment, defamation, burglary of a dwelling, unlawful appropriation, theft and destruction of property, and obstruction of justice, all while ignoring Plaintiff's allodial Superior Title on property backed by *Our* family's accepted Land Patent #392 as lawfully recorded on the Utah County Record April 17 & 22, 2020, and signed by then President Grover Cleveland on February 26, 1887, securing our property to our "*heirs and assigns forever*", and backed by 180-years of UNANIMOUS Supreme Court findings – in settled law - *res judicata*. (see JUDICIAL NOTICE Exhibit B - Land Patent, and SECOND JUDICIAL NOTICE – Exhibit G & H, page 33 for certified signature of President Grover Cleveland dated February 26, 1887)

Entry #: 50724-2020 - Recorded: 4/17/2020

LAND PATENT NOTICE (see pages 27-35) - ***Utah state sovereign declarations***
http://bmiwebh5.utahcounty.gov/BmiWeb/?page=Document&Entry_No=50724&YR=2020

Entry #: 52870-2020 - Recorded: 4/22/2020

Declaration of Assignees Update of Patent (pages 1-11)

http://bmiwebh5.utahcounty.gov/BmiWeb/?page=Document&Entry_No=52870&YR=2020

While the three issues are each significant on their on merits, while all related through multiple state and federal cases (see JUDICIAL NOTICE - Exhibit A – Notice of Lis Pendens, for list of cases), each is being adjudicated by separate existing cases (plus

possibility of new ones), all born of fruit from one original “poison tree” sprouted in UNITED STATES DISTRICT COURT in case 2:17-cv-01223-RJS - Chief Judge Robert J. Shelby, wherein unalienable Constitutionally guaranteed god-give rights to *due process*, *hearing*, and *Trial by Jury* was DENIED the Cromar family as defendants via “fraud and swindle in dishonor”. These injustices have snowballed and created a dangerous pilgrimage for the Plaintiff in pursuit of an honorable court of JUSTICE, -- a pursuit which continues to this moment. To be CLEAR, the above have NO direct impact in the Relief sought herein.

However, THIS instant case is ALL about securing Relief. The RELIEF sought is this court’s ORDER FOR SUMMARY JUDGMENT, thus compelling Mr. Kraig J. Powell, the living man (*not the sometimes officer of a state court*) to fulfill his obligations, fees, and penalties as **AGREED**. The Defendant agreed to various truths and obligations succinctly enumerated in the PUBLIC NOTICE, DECLARATIONS, MANDATES, AND LAWFUL PROTEST (hereafter “PUBLIC NOTICE”) instrument in the original CIVIL CLAIM of September 4, 2020. Mr. Powell has acknowledge and accepted this lawful instrument at least four times on record:

1. Defendant Mr. Powell received, accepted and agreed to the PUBLIC NOTICE hand-delivered service through the clerk at his place of employment on August 21, 2020 at 1:16 pm, and a second service via USPS Certified Return Receipt communication #7019 2280 0000 3189 5205 on August 26, at 10:58 am.
2. Defendant Mr. Powell received and agreed to a second confirmation his AGREEMENT via acquiescence to the **NOTICE OF DEFAULT, ACCEPTANCE OF AGREEMENT, AND INTENT TO COLLECT** (hereafter “NOTICE OF DEFAULT”)

which he received and accepted Aug 31, 2020 11.06 am, via Certified Mail USPS #7019 2280 0000 3189 5274, and then filed same day by Mr. Powell himself (not Mr. Cromar) on *Utah Fourth District Court* case #200400971 docket, wherein it reads:

“THEREFORE, You, MR. POWELL, with Your failure to respond, as stipulated, with any support of Your disagreement with evidence, fact and valid law, is now Your agreement with, and admission to the fact, that the evidence enclosed in the PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST is true, correct, legal, lawful, and **is your irrevocable agreement attesting to this, fully binding upon You, in any court in America, without Your protest or objection.**” (see NOTICE OF DEFAULT pg 2, emphasis added)

3. Defendant Mr. Powell made a third acknowledgment on the record of his state court that these personal communications to him as a living man, were filed by him on the record of his court, that he had read the PUBLIC NOTICE, putting him in Default, and hence a conflict of interest.

“MR. CROMAR: ... I would like to ask, Mr. Powell, if you've indeed read the **public notice, declaration, mandates and lawful protest?**

“THE COURT: Yes. Thank you very much. **I have read all of the documents** in this trial, including --

“MR. CROMAR: (Inaudible.)

“THE COURT: **Yeah. All of the filings that you have filed.**”...

(see Utah Fourth District Court case #200400972 - September 2, 2020 Hearing Transcript, page 19, lines 15-22.)

Based on this discovery in open court of elements proving existence of conflict of interest, the Cromars instantly made three requests on the record that Defendant recuse himself from the case. (*see Utah Fourth District Court case #200400972 - September 2, 2020 "Recuse" is addressed at 19:6, 25:23, 32:2*) Those requests for recusal were unaddressed, as was a Motion for New Trial, Recusal of Judge, Stay of Order, which was also ignored until brought to the attention of this court, at which time Mr. Powell finally recused himself that state case on January 6, 2020, and also acknowledged by counsel.

4. To date, nowhere in this instant case's filings by Defendant Mr. Powell of September 18, 21, 29, and January 20, 2021, has the Defendant or his counsel attempted to DENY or REBUTT any of the numerous items of "lawful notice, declarations, mandates, and lawful protest", in answer to this CIVIL CLAIM on the record of this court. All 15 pages of clear, succinct declarations in the PUBLIC NOTICE have been acknowledge to exist, but completely ignored by Defendant and remain unaddressed or rebutted. Therefore, as per the Maxim in Law "Silence is consent," and specific stipulations in the PUBLIC NOTICE, it is fact that Mr. Powell has now AGREED to all its content. I, Paul-Kenneth: Cromar, the plaintiff, having already ACCEPTED the Defendant's AGREEMENT in writing, declare again that both parties are in a state of agreement, now beyond dispute.

Therefore, in that Defendant Mr. Powell and I, the Plaintiff remain in a state of 100% AGREEMENT, this CIVIL CLAIM simply seeks and requests of the court signature on the attached **Order for Summary Judgment and Order to Pay** (see attached proposed

ORDER FOR SUMMARY JUDGMENT). Doing so grants the Relief sought by this CIVIL CLAIM. Again, our AGREEMENT was, is, and remains Accepted. We (Plaintiff and family) are simply here to request lawful assistance of the court to collect that which is already Agreed by Kraig J. Powell, the living man (*NOT the corporate officer who sometimes acts as a Utah state judge*) – as enumerated and tabulated hereafter.

I. Mr. Powell AGREES to PUBLIC NOTICE
of violations of jurisdiction

In law, the establishment of jurisdiction is paramount, and can be challenged at any time, even after judgment. However, when *due process* was being denied in such a prejudicial manner, with the appearance *ex parte* communications of undeclared agenda outside of law, Mr. Powell the living and breathing man was serviced the PUBLIC NOTICE, alerting him that government officials can be sued personally for conduct outside of lawful Constitutional authority and any supposed “judicial immunity” protections.

"... Even if there is no showing of actual bias ... , this Court has held that due process is denied by circumstances that create the likelihood or the appearance of bias." [Peters v. Kiff, 407 U.S. 493 at 502 (1971)]

My (our family’s effort) was designed to protect ourselves from a possible worst case scenario created by a so-called “impartial judge”, by preemptively preparing a path for Relief should our efforts to encourage JUSTICE in Mr. Powell’s court fail. The Plaintiff’s PUBLIC NOTICE clearly identified lawful and unlawful jurisdictions regarding Defendant Powell’s actions and non-actions, highlighted by some examples as follows:

“PUBLIC NOTICE

“THIS DOCUMENT GIVES NOTICE TO all Public Officials by and through the Office of the Secretary of State, the United States of America a/k/a UNITED STATES a/k/a U. S. a/k/a UNITED STATES OF AMERICA, and the Office of the Secretary of State, the State of Utah a/k/a Utah a/k/a STATE OF UTAH a/k/a UT a/k/a “this State” and to all whom it may concern, of the DECLARATIONS, LAWFUL PROTESTS and other matters contained herein.” (see PUBLIC NOTICE page 1)

Additional potential jurisdiction challenges were established:

“NOTICE OF FOREIGN JURISDICTION TO: ALL U.S. AND STATE AGENTS & OFFICERS

“When this notice is affixed to a premises, all property therein and attached thereto is under the custody and control of the above-noted foreign official and not subject to intrusion or seizure.” (Ibid. page 1)

The first two pages of the Public Notice clearly establish jurisdictional declarations.

II. Powell AGREES to truthfulness of DECLARATIONS

The Public Notice identified various lawful Declarations in a section so named, including:

“4. **Paul-Kenneth: Cromar, is foreign to the United States [corp.] and retains official authority** within his chosen jurisdiction. As beneficiary to the Original Jurisdiction, he is not subject to nor does He volunteer to submit to or contract with any *ens legis* artificial or corporate jurisdiction to which a United States person may be subject. (Ibid. page 1)

“5. **Paul-Kenneth: Cromar, reserves all Rights, Remedies and Defenses** granted to him by God and memorialized by Paul-Kenneth: Cromar’s correct public capacity as beneficiary to the Original Jurisdiction. (Ibid. page 1)

The glory of our Constitution is its protection of individual rights from a tyranny of the majority, particularly as it relates to Life, Liberty and Property (see Second Judicial Notice – Exhibit F), and certain un-a-lien-able God-given personal rights exercised, that include:

“9. **... A Trade Mark infringement fee in the sum certain of two-hundred fifty-thousand dollars (\$250,000.00) lawful specie, gold, or silver, American mint, or**

certified bullion, Lawful coin money at current spot market price pursuant to the Constitution for the united States of America, 1787 anno Domini, amended anno Domini 1791, Article 1, Section 10, Clause 1, shall apply to each unauthorized use of the designation **Paul-Kenneth: Cromar**, and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

“12. **Paul-Kenneth: Cromar**, does hereby accept the Original Jurisdiction, to wit:

- A. Constitution for the united States of America, anno Domini 1787, .
Articles of Amendment anno Domini 1791;
- B. National Bill of Rights, anno Domini 1776;
- C. The Northwest Ordinance, anno Domini 1787
- D. Constitution of Utah, anno Domini 1896;
- E. Bill of Rights for Utah, anno Domini 1896;

“13. **Paul-Kenneth: Cromar**, does hereby further state, assert and aver the following facts:

- c. The U.S. a/k/a the United States is defined as a federal corporation at Title 28 USC 3002(15).
- d. The United States is bankrupt pursuant to *Perry v. United States*, 294 US 330-381 (1935); 79 L. Ed 912.
- e. United States is an obligor/grantor to the Federal Reserve Bank pursuant to the Federal Reserve Bank Act of December 23, 1913, 38 Stat 265, Ch. 6.

“14. The Constitution cannot be in conflict with itself. The *de jure* legislature of the united States of America identified as “Congress” in the aforementioned Article 1, Section 4, Clause 2 (1856) adjourned “*sine die*” in 1861.

“15. The *de jure* private people who, by their inherent character *in rerum natura*, are **foreign to and wholly without the corporate *ens legis* United States** are not subject to the actions, acts and whims of the *ens legis* Congress of the corporate UNITED STATES. Accordingly, living Men *in rerum natura* are not subject to the Federal Reserve Bank Act

of December 23, 1913 which wants for force and effect of law in the Original Jurisdiction. ...

“17. It is well settled in law that “no right, by ratification or other means, can arise out of fraud.” Fraud vitiates everything it touches. There exists no lawful statute of limitation on fraud. ...

“21. **Paul-Kenneth: Cromar**, is not now and has never been a United States Citizen under the Fourteenth and Sixteenth Amendments of the *ens legis* Constitution for the corporate UNITED STATES, notwithstanding any failures to properly pass the said amendments into law.”

III. Powell AGREES to truthfulness in LAWFUL PROTEST

Within the PUBLIC NOTICE was a section addressing **Lawful Protest**, Defendant Mr. Powell AGREED to the following:

“As it is a crime to conceal a crime and conceal a fraud, Paul-Kenneth: Cromar, makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to:

“8. Any attempt to induce **Paul-Kenneth: Cromar**, to act as a tort feisor to the Constitution for the united States of America, anno Domini 1787, where at Article 1, Section 10, it states “No State shall . . . emit bills of credit; make anything but Gold and Silver Coin a tender in payment of debts,” all such offers being refused for fraud.

“9. Pursuant to the Original Grant of Depositum for Bailment via the 1896 Constitution of UTAH, **Paul-Kenneth: Cromar**, makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to the calculated use of legal fictions to undermine and convert the political Will of the People on the free soil of the organic country known as Utah into a legislative democracy that transforms the free People into subjects of the municipal law of foreigners within the geographical exterior boundary of Utah and contrary to the Northwest Ordinance and the original Grant of the People, September 17, 1787, anno Domini, as amended 1791, anno Domini.”

Defendant Mr. Powell, chose to become an unindicted co-conspirator by adding to the fraud being committed on the state court, by his actions taken on September 2, 2020 against the

Plaintiff and his wife Barbara-Ann: Cromar, in harming their family, **Depriving Rights under Color of Law**, (see Title 18 USC section 242) unlawfully invoked authority entrusted to him as a Constitutional judge — thereby forfeiting any potential claim to “judicial immunity”. The Defendant’s actions as a living-breathing man (actions impossible as a judge acting lawfully) now expose also him to potential criminal prosecution outside this instant case, which could and should be appropriately initiated by officers of this court, possibly incurring severe penalties including incarceration if convicted, as follows:

“For the purpose of Section 242, acts under “color of law” include acts not only done by federal, state, or local officials within their lawful authority, but also acts done beyond the bounds of that official’s lawful authority, if the acts are done while the official is purporting to or pretending to act in the performance of his/her official duties. Persons acting under color of law within the meaning of this statute include police officers, prisons guards and other law enforcement officials, **as well as judges**, ... The offense is punishable by a range of imprisonment **up to a life term, or the death penalty**, depending upon the circumstances of the crime, and the resulting injury, if any.” (see <https://www.justice.gov/crt/deprivation-rights-under-color-law> or EXHIBIT B from original CIVIL CLAIM)

The Plaintiff’s Lawful Protest section of the Public Notice, also highlighted:

“11. **I Paul-Kenneth: Cromar**, Beneficiary of the *cestui que* trust, rejects and never accepted Offer to contract, and did not and does not consent to any proceedings, and REBUKES all officials herein named for their dishonorable part in aiding and abetting the DENIAL by US DISTRICT COURT case # 2:17 cv 01223 RJS officers of the court to the Cromar family their unalienable DUE PROCESS, HEARING, DISCOVERY and TRIAL BY JURY, and the irreparable harm to our Life, Liberty and Pursuit of Happiness and property in any way now related to the UTAH FOURTH JUDICIAL DISTRICT COURT Civil Case No. 200400972.

“12. **I Paul-Kenneth: Cromar**, beneficiary of *cestui que* trust mandate ALL claims against Paul-Kenneth: Cromar, AND Barbara-Ann: Cromar, by Flesh-and-Blood MR. KRAIG J. POWELL and/or his client(s) be released and/or restored, immediately voided, all liens and notices of lien voided, and all claims on land, property, improvements, or any pursuit of happiness at a place commonly known as 9870 North Meadow Drive in a neighborhood known as Cedar Hills in Utah state, ...”.

IV. Powell AGREES with cited CAVEAT LAW
and SUPREME COURT CASES

Within the PUBLIC NOTICE was a section addressing Caveat Law and Supreme Court Cases, to which Defendant Mr. Powell AGREED with as follows:

“2. “The law will protect an individual who, in the prosecution of a right does everything which the law requires him to do but fails to obtain his right by the misconduct or neglect of a public officer.” *Lyle v Arkansas*, 9 How 314, 13 L. Ed 153, *Duluth & Iron Range Co. v Roy*, 173 US 587, 19 S. Ct 549, 43 L. Ed 820.

“3. “A ministerial officer is liable for an injury done, where his acts are clearly against the law.” *Tracy v. Swartwout*, 10 Pet. 80, 9 L Ed 354. “The judicially fashioned doctrine of official immunity of judicial, legislative or executive officers does not reach so far as to immunize criminal conduct prescribed by an Act of Congress.” *O’Shea v. Littleton*, 414 US 488, 94 S Ct. 669,

“4. The delay in discovery of the Frauds stated herein pursuant to Amendment XX provides no defense to the remedy, laches or otherwise. *Michoud v Girod*, 4 How 503, @ 561, 11 L Ed 1076, *Pomeroy’s Equity*, Sec. 847, *Wiget v Rockwood* 69 F @d 326, et seq., and from *Texas & Pacific Ry, v Pottorff*, 291 US 245, 78 L Ed 777,

“5. It is a maxim of law that peonage and involuntary servitude are forbidden, and immunity is denied to any party, real or imagined, person or public official who would or conspire to traffic in slaves or participate in aiding or abetting. *Clyatt v US*, 197 US 207 (1905), *Plessy v Ferguson*, 163 US 537, 542, “Whoever [Title 18 U.S.C. Sec.1581] holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined not more than \$5,000.00 or imprisoned not more than five years.”

“6. **All public officials in receipt of this notice are required by their Oath of Office to answer.** Notification of legal responsibility is “the first essential of due process of law” *Connally v. General Construction Co.*, 269 U.S. 385,391. “Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading.” *U.S. V. Tweel*, 550 F.2d.297.

Defendant Mr. Powell received and accepted a NOTICE OF DEFAULT from Defendant Cromar on Aug 31 11.06 am, USPS Certified Return Receipt #7019 2280 0000 3189 5274, wherein he acknowledges:

“THEREFORE, You, MR. POWELL, with Your failure to respond, as stipulated, with any support of Your disagreement with evidence, fact and valid law, is now Your **agreement with, and admission to the fact**, that the evidence enclosed in the PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon You, in any court in America, without Your protest or objection. ...

“THEREFORE, with Your DEFAULT and full AGREEMENT identified and ACCEPTED by me, Paul-Kenneth: Cromar., the living breathing man on the land, Secured Party for the copyrighted and trademarked Undersigned name, hereby You have serviced upon You, MR. POWELL, this **NOTICE OF DEFAULT, ACCEPTANCE OF AGREEMENT, AND INTENT TO COLLECT**. (see Notice of Default page 2)

“As a presumably competent ‘judge’, no doubt You, MR. POWELL, can contemplate and tabulate the significance of all fees, penalties, damages, agreements, requirements and mandates you AGREED to, as identified therein, that I, Paul-Kenneth: Cromar., **INTEND TO COLLECT.**” (see Notice of Default page 3)

The Defendant Mr. Powell’s agreement with the CAVEAT LAW and SUPREME COURT CASES continues, as follows:

“8. **Respondents may agree with all statements, terms, declarations, denials and provisions herein by remaining silent.** Failure to timely respond to all such terms and provisions with which Respondents disagree comprises Respondents’ stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties.

“9. **This document serves as Notice of Fault** in the event Respondents fail to timely respond. ...

“11. **Upon Default, all matters are settled *res judicata* and *stare decisis*.**

“12. **Default comprises an estoppel of all actions, administrative and judicial**, by Respondents against **Paul-Kenneth: Cromar, 3J. Pomeroy, Equity Jurisprudence Section**

805, p. 192, Restatement 2d of Torts Section 894(1) (1979), ... “It [the doctrine of Estoppel by Silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings.” ... “Silence” implies knowledge, and an opportunity to act upon it, *Pence v Langdon*, 99 US 578 @ 581, et seq.

“13. Under the Clearfield Doctrine, derived from the 1943 Supreme Court Decision in *Clearfield Trust, et al. vs. United States*, (328 U.S. 363, 318), the court ruled, in essence, that when a government reduces itself to a corporate status, it becomes merely another corporation, having no more nor less standing than all other corporations.

“14. The UNITED STATES Supreme court in 2000 ruled, *Bond vs. UNITED STATES* 529 US 334-2000, held that the people are in fact Sovereign and not the STATES or government. The court went on to define that local, **STATE and FEDERAL** law enforcement officers are committing unlawful actions against the Sovereign people by the enforcement of laws and **are personally liable for their actions**.

V. Powell AGREES to payment of
Fees & Penalties in Relief

The following is a rough calculation as the amount agreed by Defendant Mr. Kyle J. Powell to be owed to Plaintiff Paul-Kenneth: Cromar. Final tabulations depend on date of the court's ORDER for Summary Judgment and timing payment in full by Defendant. As per the following, the TOTAL Amount Owing stipulated to by Mr. Powell is **\$660,000** plus the daily fee of \$1000 per day, until paid in full.

“12. If this mandate is not met, a penalty of ten thousand (\$10,000.00) dollars a day will be enforced until such time the debt is paid in full, County record corrected, apology filed thereon, and if necessary, the house is returned with a \$660,000 terrorism and threat of endangerment personal distress fee, plus \$1000 per day penalty until fee is paid in full.

[NOTE: The “terrorism” provision and “personal distress” did occur after service to Mr. Powell of this PUBLIC NOTICE, on September 24, 2020 with a quasi-military SWAT comprised of 75-man inter-agency force, which included Utah County Sheriff deputies and American Fork Police Department officers, Utah National Guardsmen, 2 helicopters, snipers, 2 MRAP vehicles, etc., that ignored signage and NO TRESPASSING warning in an unlawful raid.]

As per the following, the amount owing stipulated to by Mr. Powell is **\$75,000**.

“14. ... any Corporate employee, or any other suspected criminals not named here, charge for such fraud Seventy-Five Thousand (\$75,000.00) DOLLARS per officer, official or living individual.

As per the following, the amount owing stipulated to by Mr. Powell to be calculated:

“18. I **Paul-Kenneth: Cromar**, beneficiary of *cestui que* trust mandate that MR. KRAIG J. POWELL to pay me \$5,000 in via cashiers check, for each and every day from the date of receipt of this service (*including day of receipt*), until you NOTIFY me in writing of VACATING any ORDERS against the Cromars, DISMISSAL of the UTAH FOURTH JUDICIAL DISTRICT COURT Civil Case No. 200400972.

As per the following, calculated at 1440 minutes per day, multiplied by the 171+ days since service of the court Summons on September 8, 2020, through today at midnight, makes the total amount owing stipulated to by Mr. Powell to date as **246,240 actual SILVER DOLLARS**.

“12. The lawful remedies to this CIVIL CLAIM are provided in great detail in the PUBLIC NOTICE, with one additional ... demand of one silver dollar in lawful money as described in the Constitution for each and every minute from the EXACT minute of this court's SUMMONS is Serviced to Mr. Kraig J. Powell until such time as this CIVIL CLAIM is resolved and paid in FULL. (see original CIVIL CLAIM page 5)

Great harm has been unlawfully and unnecessarily inflicted on the Plaintiff Paul-Kenneth: Cromar, his wife Barbara-Ann: Cromar, and their daughter Liberty-Eve: Cromar, by beyond tabulation, damage and price via unlawful fraud / felony to which Mr. Powell acknowledges and AGREES. The TOTAL AMOUNT owing to Plaintiff by the Defendant is approximately **\$3,471,000.00**, plus approximately **246,240** silver dollars, with additional fee

of \$10,000 per day until the total amount Paid in Full. Exact Total can be updated and tabulated upon the court's ORDER for Summary Judgment.

NOTICE of EMOLUMENTS VIOLATION
by Defendant Powell, and his
defense counsel Assist. Utah AG Chesnut & Utah AG Reyes

Counsel Sean Reyes and Heather Chesnut also serve as the Plaintiff's witnesses and affiants in favor of Plaintiff's Motion for Summary Judgment, as they too have received similar PUBLIC NOTICES and NOTICES OF DEFAULT to which they too have AGREED to by their silence regarding fraud and felony perpetrated upon the Plaintiff Cromar family, without denial or challenge, which therein now also establishes their conflict of interest, based on:

"EMOLUMENT": The profit arising from office or employment; that which is received as a compensation for services, or which is annexed to the possession of office as salary, fees, and perquisites; advantage; gain, public or private. (see BLACK'S LAW (Fourth Edition) and Apple v. Crawford County, 105 Pa. 303, 51 Am.Rep. 205; United States v. MacMillan, D.C.111., 209 F. 266, 272; McLean v. United States, 3 S.Ct. 122, 124, 226 U.S. 374, 57 L.Ed. 260; State ex rel. Todd v. Reeves, 196 Wash. 145, 82 P.2d 173, 175, 118 A.L.R. 177.)

"CONFLICT OF INTEREST" : Generally, when used to suggest disqualification of a public official from performing his sworn duty, term "conflict of interest" refers to a clash between public interest and the private pecuniary interest of the individual concerned. (see BLACK'S LAW (Fourth Edition) and Gardner v. Nashville Housing Authority of Metropolitan Government of Nashville and Davison County, Tenn., C.A.Tenn., 514 F.2d 38, 41.

A conflict of interest arises when a government employee's personal or financial interest conflicts or appears to conflict with his official responsibility. 18 U.S.C.A. §203 et seq.

Additionally, when Counselors Reyes and Chesnut were challenged regarding their emoluments violations of unlawfully providing expensive Utah state funded legal defense

paid for by *We the People*, to the personal benefit (emolument) of a living man in a personal capacity (not a judge), as Defendant Mr. Powell AGREED to fraud and felony, which created a conflict of interest resulting in three requests for his recusal (footnote Sept 15, 2020 Motion for New Trial, Recusal of Judge, and Stay of Judgment) – which went unheeded until after (footnote) great harm and danger was caused by Mr. Powell’s unlawful judicial actions.

Therefore I, Paul-Kenneth: Cromar, plaintiff Accept counsels’ AGREEMENT they individually are party to emolument violations and are in a conflict of interest. Counsel AG Sean Reyes and Assistant AG Heather Chesnut are hereby requested to immediately RECUSE themselves from this instant case, and as a private matter between Mr. Powell and the Plaintiff Cromar makes state funded counsel an emolument violation.

REFERAL FOR COURT TO INITIATE CRIMINAL INVESTIGATION:

The officers of this court are in position of authority and under their own oaths of office, with powers thereunder entrusted, to protect the Constitutions (united States and Utah) and as servants of *We the People*, to investigate allegations of AGREED fraud and felony as identified and highlighted herein, and can **pursue criminal charges against Kraig J. Powell, Sean Reyes** (sometimes acting as AG of Utah) and **Heather Chesnut** (sometimes acting as Assistant AG of Utah) in actions separate from this case. In the meanwhile, the Plaintiff respectfully moves the court to Order Mr. Reyes and Ms. Chesnut to RECUSE themselves from this case, and for Mr. Powell to cease and desist emolument violations, and to hire counsel to defend himself if he desires, but **paid for privately**. OR, Mr. Powell as a capable “judge” with knowledge of the law

and being fluent in the language of legalese, may choose to represent himself at his own expense / non-expense, but not at the expense of *WE the People*.

PLAINTIFF FILING DISCLAIMER

I, Paul-Kenneth: Cromar, as a living and breathing man, am inclined to make errors, and do so regularly, often without realization while filing *sui juris*. I am not an attorney, and no doubt have herein, in the past, and likely in the future fail to rise to the exacting levels required of attorneys and officers of the court. Thankfully, I am not required to do so in order to obtain JUSTICE according to Constitution and the Supreme Court, which comes to my *Propria Persona* pleadings rescue, as I file in honor, to the best of my ability, as follows:

"Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria pleadings are not to be held to the same high standards of perfection as practicing lawyers. (See Haines v. Kerner 92 Sct 594).

"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that "**all pleadings shall be construed to do substantial justice.**"

CONCLUSION and PRAYER FOR RELIEF

Despite having never met Mr. Kraig J. Powell, Defendant, nor the plaintiffs in his court acting without lawful foreign jurisdiction, to wit a Utah state court which compelled "associations" upon Me, Paul-Kenneth: Cromar, and my wife Barbara-Ann: Cromar, using a fraudulent claim fabricated a judgment in a 15 minute kangaroo court, without *due process* or

response to our defense, let alone allowing our right to Trial by Jury. When the jurisdiction and other issues were lawfully challenged by service of a PUBLIC NOTICE, DECLARATIONS, MANDATES, AND LAWFUL PROTEST, to which Mr. Powell could choose to respond in order to Admit or Deny the facts therein, it stipulated that a non-response was also a lawful means of AGREEMENT. Mr. Powell chose the later, and through silence he AGREED to the truthfulness of the affidavit. Though unnecessary, a courtesy NOTICE OF DEFAULT, ACCEPTANCE OF AGREEMENT, AND INTENT TO COLLECT was received and accepted by Mr. Powell again confirming the AGREEMENT. No conflict between us exists. Therefore, Plaintiff Paul-Kenneth: Cromar moves the court to sign the attached ORDER FOR SUMMARY JUDGMENT, and ORDER TO PAY (see EXHIBIT A and electronic copy sent via email to the Court Clerk), for good cause clearly established this 2nd day of March, 2021.

The Plaintiff reserves the right to make any amendments or corrections.

FOR THE AFFIDAVIT IS OF THE TRUTH:

FOR THE Secured Party is FOR THE AFFIRMATION OF THE DECLARATION OF THE
TRUTH BY THE FIRSTHAND KNOWLEDGE OF THE FACTS:

Utah County)
)
Utah Republic)
United States of America)

Asseveration

L.S. by: Paul Kenneth

Signed only in correct public capacity
As beneficiary to the Original Jurisdiction

Asseveration

L.S. by: Barbara - Ann: C

Signed only in correct public capacity
As beneficiary to the Original Jurisdiction

March 3rd, 2021


CERTIFICATE OF SERVICE

For the verification is for the true and correct-copy of the Original of the **MOTION**
FOR SUMMARY JUDGMENT and is of the delivery by the following manner:

HEATHER J. CHESNUT (6934)
Assistant Utah Attorney General

SEAN D. REYES (7069)
Utah Attorney General
160 E. 300 S., 6th Floor
Salt Lake City, UT 84111

Certified Mail: # 7020 0090 0000 3817 2027


:Paul-Kenneth: Cromar.
c/o 9870 N. Meadows Dr.
Cedar Hills, Utah state [84062]

March 3rd, 2021

Notary Public as JURAT CERTIFICATE

Utah State
Utah County

The United States of America

On March 3 date before me,
a Notary Public, personally appeared Paul Kenneth Cromar / Barbara Ann Cromar
who proved to me on the basis of satisfactory evidence to be the man/ woman whose
Name is subscribed to the within attached instrument and acknowledged to Me that
he/she executed the same in his autho- rized capacity, And that by his/her autograph(s)
on the instrument the man / woman executed, the instrument known as-

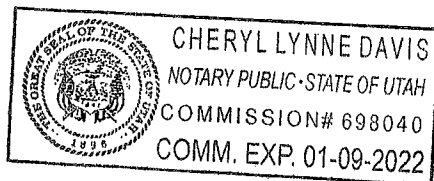
I certify under PENALTY OF PERJURY under the lawful laws of

Utah State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Lynne Davis

of Notary / Jurat



seal

Notice to agents is notice to principal, Notice to principal is notice to agent.

This is **The End** of this affidavit.